

## Benton County Schools

### E-Rate Website/Telecommunications Services

Sealed bids should be submitted by **December 29, 2010** at 2:00 PM Central Time at Board of Education offices located at 197 Briarwood Street, Camden, TN 38320 Identified with a Bid Cover Sheet attached to the outside fo the sealed envelope.

Service	Element/Description	Details
Telephone Service	Telephone Service" refers to communication that takes place using the public switched telephone network.	Click <a href="#">here</a> for list of telephone numbers.
Digital Transmission Services	A Telecommunications service that provides transmission from an eligible school to other locations beyond the school that is eligible for discount. Digital transmission services refers to data links that connect multiple points using any available technology. An eligible digital transmission service may be used to connect to an eligible location to the Internet or Internet2.	Click <a href="#">here</a> for service details.
Telephone Service Components	Telephone features eligible for discount that are a component part of at telephone service. Generally, this means these charges will appear on the same bill as the telephone service itself.	Click <a href="#">here</a> for list of telephone numbers.
Cellular Service	Technology that uses radio transmissions to access other telephone-company networks. Service is provide in a particular area by a low-power transmitter. This service is eligible when provided for use at a place of instruction and for educational purposes.	Click <a href="#">here</a> for service details.
	A service that utilizes video and audio technologies allowing students who are remotely	

Distance Learning	located from other students, or the lecturer to participate interactively with the class, and is eligible if provided as a Telecommunications Service. Services that include their own content are not eligible.	Click <a href="#">here</a> for information about telecommunications support for three distance learning sites.
Fax Machine Line	A fax machine telephone line is a telecommunications line specifically dedicated to a school's fax machine. A fax machine line is eligible for discount.	Click <a href="#">here</a> for service details.
ISDN	Integrated Services Digital Network, (ISDN), is a system that provides simultaneous voice and high-speed data transmission through a single channel to the user's premises. There are two basic offerings that are standard ISDN service. (1) the Basic Rate (BRI), is 2B+D which provides for two 64 Kbps channels to carry voice or data plus a 16 Kbps signaling channel and (2) the Primary Rate (PRI), is the 23B+D which provides 23 64Kbps channels and one 64 Kbps signaling channel.	Click <a href="#">here</a> for service details.
Phone Calling Cards	Telephone Calling Cards provide a convenient means to make long distance calls from any phone. Calling cards associated with an eligible service, with auditable tracking of long distance calls, and used for eligible purposes, are eligible for discount. Because prepaid calling cards do not supply a record of calls made, there are not eligible for discount.	Service possibly sought. Plans and pricing should be submitted if interested in supplying.

## Eligibility of Contractor Required

To be eligible to submit proposals for Telecommunications Services contractor must provide services as a telecommunications "common carrier" "offering telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public." A contractor must also have knowledge of USF policies and procedures and agree to participate in the "E-Rate" program.[47 U.S.C. 153(46)]

## Services Requested

**Basic Local and Long Distance Service** - Local and Long Distance services shall conform to industry standards.

**Billing** - Individual sites shall be billed with Local, Long Distance services, fees, taxes, and other charges defined. Long Distance calls shall be indicated by time, length, number and location. The option to bill multiple lines from multiple sites shall be provided.

**Long Distance Codes** - State availability of utilizing codes for individuals callers to monitor Long Distance usage. If sites do not wish to utilize this option, it can still be made available at a later date.

**E911 Service, Directory Assistance, and Caller ID** - E911 service and Directory Assistance services will be provided as part of the local service to be billed as part of the local service. Caller ID Plus and Hunting must be an option at all locations.

### Methods of Delivery Description

- 1) Delivery of services shall be in accordance with FCC regulations and Industry standards for telephony services as long as there is minimal interruption in service.
- 2) Contractors shall describe how the existing local numbers would be changed to support a change in service. State if existing numbers can be retained. If number portability is available, describe what is needed from Benton County School District in order to support retention of existing numbers. If numbers must be changed, contractors must submit an implementation plan which addresses new number reservation, recorded announcement intercept treatment for old numbers, and coordination of responsibility for changes in white, blue and yellow pages directory listings.
- 3) State whether the proposed service is a "reseller", "facilities based business", or both. If both, state the quantity based percentage of each service provided.
- 4) Identify types of local service offered. This may be provided in a matrix to readily see the experience of the contractor, the capabilities of each type of local service, and the geographic area covered. Identify any tariff references that are applicable.
- 5) Submit a geographic map or exchange listing that includes clear detail defining the type of service available in each coverage area. Specify the coverage for each exchange within the boundaries of Benton County, Tennessee.
- 6) List all optional features by site location, which are available with the type of local service (i.e., call forwarding, call conferencing, caller ID, etc.)

- 7) Identify limitations relative to the termination of local telephone service in any type of telecommunications equipment or communication device (i.e., fax machines, modems, specific PBX equipment, ACD equipment, etc.) Indicate sites where limitations are to be considered.
- 8) Identify any and all customer provided equipment that may be required to complete the termination of local telephone service if beyond presently installed direct line, or multiplexed systems. (Benton County School District uses direct to hand set termination, modem banks, Lucent Partner Advanced/Endeavor Communication System, and in some instances Merlin equipment). **NOTE:** If contractor has questions about such termination equipment they are encouraged to participate in an on site inspection at the contractor's request so the scope of the project can be fully understood. The contractor will bear all expenses they incur for participation in an on site inspection. The Benton County School District does not charge for on site inspections but is not responsible for contractor travel, room and board, engineering fees, and associated expenses.
- 9) Contractor will use established, on customer premise, telephone service terminations (point of demarcation) and will bear the costs associated with delivering services to the demarcation point.
- 10) Specify maintenance procedures for contractor provided services. Define the process for reporting service problems on a 7 day x 24-hour basis. Indicate the primary location of maintenance personnel that will respond to service problems. (Within the county and/or in an adjacent county is an important consideration)
- 11) If the contractor is a reseller of local telephone service, proposer will detail current and proposed procedures relative to the resolution of problems between them and the facilities based provider. The contractor will be responsible for problem resolution with the penalty of no payment for services while any and all problems are unresolved.
- 12) Contractor will provide schedules for installation and completion of services to turnkey status.
- 13) Contractor will provide billing on a per line basis providing the local service telephone number and the termination address. If master account numbers are used, individual line billing will be broken out detailing options and one-time charges for individual charges.
- 14) Billings will be provided in hard copy. Contractor will provide a summary statement of services on a monthly basis. Billing must be customized based on customer requirements and multiple cost centers. Billing must be able to be combined reflecting one bill for all services or aggregated by customer-specified units.
- 15) Provide a detailed transition plan from an existing provider.
- 16) Contractors will provide pricing elements for these services in the Cost section of this document. This listing of prices should be a simple catalog that can be used to determine purchases and associated costs..
- 17) Identify any limitations in configuring line stations as inward, outward and combination trunks in existing customer premise equipment as well as stand-alone stations.

## **Contractor Background**

**Company Information** - List contractor's legal name, address, and telephone number, and FCC Service

Provider Identification Number. Include parent company information if applicable.

**References** - Provide references for customers with operations similar to ours that your company has worked.

**Contractor Authorizations** - Provide Company authorizations

**Technical Support** - Provide normal support days/hours.

**Universal Service Participation** - Contractor must participate in the Universal Service Fund program.

## **Confidentiality**

All material submitted by Benton County School District must be treated as confidential and cannot be used for any other purpose than in response to this RFP.

## **Selection Process**

A number of factors will influence Benton County School District's decision in selecting the contractor.

These factors include:

- Cost
- Contractor's qualification and experience
- Personnel resources
- Technical solution

Please note that Benton County School District will evaluate proposals in the order of the factors listed above. Cost will be considered as the primary factor when evaluating contractor submissions.

A number of factors will influence Benton County School District's decision in selecting the contractor. These factors include a technical evaluation based upon the contractor's ability to deliver these services in a timely manner. Equally important is a contractor evaluation based upon contractor reputation, past performance with similar projects, service and support resources, knowledge of USF policies and procedures, etc.

Please note that Benton County School District will evaluate cost-effective solutions based on features, functionality, implementation difficulties, as well as cost, and is not obligated to select the lowest price bidder.

## **Disclaimer and Cancellation**

The Benton County School District reserves the right and to waive any informality received where such acceptance, rejection, or waiver is considered to be in the best interest of the Benton County School District. Benton County School District also reserves the right to reject any proposal where evidence or information submitted by the Contractor does not satisfy the Contractor is qualified to carry out the

requirements of the contract documents. See [Qualifications](#).

This RFP does not commit Benton County School District to any specific course of action. Benton County School District reserves the right to reject any and all contractors or purchase any goods or services resulting from this RFP. Benton County School District may chose not to purchase these services if Benton County School District does not receive FCC E-Rate funding for this project.

Entity Number: 128461, Applicant's Form Identifier: MYTelco

Application Number: 198360000872281

Contact Person: Art Collier, Phone Number: 731 584 6111

### Basic Telephone Service (POTS) to all district locations & Specific BRI/PRI circuits

Location/Entity Service for Entity 128461	Telephone Number
Benton County Schools 197 Briarwood Street Camden, TN 38320	731 584 6111
	731 584 3589
	731 584 8892
	731 584 8225
	731 584 1076
	731 584 1964
	731 584 8305
	731 584 2163
	731 584 9254
	731 584 2887
	731 584 1557
	731 584 2887
	731 584 3945
	731 584 4315
	731 584 8142
731-279-4192	
Location/Entity	Telephone Number
Entity: 42431 Line is at Big Sandy School but billed to Benton County Schools	731 593 5401
Entity: 42508 Line is at Central High School but billed to Benton County Schools	731 584 9563
Location/Entity Service for Entity 42507	Telephone Number
Benton County Career & Technical Center	731 584 1864

155 Schools Drive	731 584 4492
Camden, TN 38320	731 584 4493
	731 584 9671
Entity: 42510	731 584 1372
Lines are at Benton County Adult High School but billed to Benton County Schools	731 584 3215
Location/Entity Service for Entity 42431	Telephone Number
Big Sandy School 13305 Hwy 69A Big Sandy, TN 38221	731 593 3221
	731 593 9783
	731 593 3979
	731 593 3205
	731 593 3245
Location/Entity Service for Entity 42506	Telephone Number
Briarwood Middle School 169 Briarwood Street Camden, TN 38320	731 584 4257
	731 584 8924
	731 584 7868
	731 584 2985
	731 584 7701
	731 584 5511
	731 584 5513
Location/Entity Service for Entity 42509	Telephone Number
Camden Elementary School 208 Washington Street Camden, TN 38320	731 584 4918
	731 584 0548
	731 584 3660
	731 584 4147
	731 584 8493
	731 584 0556
Location/Entity Service for Entity 42508	Telephone Number
Camden Central High School	731 584 7254
	731 584 4221
	731 584 6353

115 Schools Drive  Camden, TN 38320	731 584 0252 731 584 2799 731 584 2932 731 584 3116 731 584 3816
Location/Entity  Service for Entity 211473	Telephone Number
Camden Junior High School  75 Schools Drive  Camden, TN 38320	731 584 4518 731 584 6021 731 584 5958 731 584 6703 Additional line to may be added
Location/Entity  Service for Entity 42523	Telephone Number
Holladay Elementary School  148 Stokes Road  Holladay, TN 38341	731 584 6874 731 584 0984 731 584 2217
Location/Entity  Service for Entity 42431	Telephone Number
Big Sandy School  13305 Highway 69 A  Big Sandy, TN 38221	731 593 3221 731 593 3245 731 593 9783 731 593 3979 731 593 3205
BRI circuits located at Big Sandy School but billed to Benton County Schools. Circuits (SPID)	80.IBSD.563997..SC 80.IBSD.563998..SC 80.IBSD.563999..SC
Dial up numbers associated with these circuits.	731 593 0172 731 593 0173 731 593 0174 731 593 0750 731 593 0751 731 593 0752
Location/Entity	Telephone Number

Service for Entity 128467	Telephone Number
PRI circuit located at Camden Central High School but billed to Benton County Schools	
Circuit (SPID)	80.IPDZ.508018.001.SC
Dial up number associated with this circuit	731 644 3112

\*And additional lines as may be added to accomplish the educational mission of Benton County Schools during the program years of 2010-2012.

## High Capacity Connections

Sealed bids should be submitted by **December 29, 2010** at 2:00 PM Central Time at Board of Education offices located at 197 Briarwood Street, Camden, TN 38320 with a Bid Envelope Cover attached.

Presently Benton County Schools uses a combination of ISDN BRI/PRI circuits, T-1, and 100MB fiber to connect its schools to the Internet.

School sites have established Ethernet LANs which connect the Ethernet segment to a router which in turn is connected to a central router at the district central office. From this central router a 50 Mbps connection into the Internet is established.

In every case the minimum connection to a given school site is one T-1 line with the exception of three bonded BRI lines at Big Sandy School and a PRI circuit at Central High School for dialup video conferencing through the public switched network. The current connection speeds and the requested proposal speed are indicated in the table below:

Site Name	Current Connect Speed	Requested Proposal Speed
Benton County Adult HS	100 Mbps (Fiber)	100Mbps (Fiber)
Benton Co. Career & Technical Center	100 Mbps (Fiber)	100Mbps (Fiber)
Benton Co. LEA	50 Mbps (Fiber)	50 Mbps (Fiber)
Central Router	50 Mbps (Fiber)	50 Mbps (Fiber)
Big Sandy School	100 Mbps (Fiber)	100Mbps (Fiber)
Briarwood Middle	100 Mbps (Fiber)	100Mbps (Fiber)
Central High School	100 Mbps (Fiber)	100Mbps (Fiber)
Camden Elementary	100 Mbps (Fiber)	100Mbps (Fiber)
Camden Junior High	100 Mbps (Fiber)	100Mbps (Fiber)
Holladay Elementary	3.0 Mbps (Dual T1s)	100 Mbps (Fiber)
Big Sandy School Video Conferencing Room*	384 (BRI)	384 (BRI)
Central High School Video Conferencing Room*	1.544 (PRI)	1.544 (PRI)

Currently 100MB fiber schools connect to a cloud in the AT&T network and are delivered to the central router located at the district office, (Benton Co. LEA), on a 1GB fiber.

Schools with a T1 connection have a direct pull to the central router.

\* NOTE: BRI and PRI ISDN lines are not used for Internet connectivity but for distance learning circuits through the switched network that may ONLY be provided by a telecommunications carrier.

Vendors should indicate incremental connections speeds and costs from current connections up to requested proposed speeds.

## Wireless Services

Proposals are requested for the use of wireless local, expanded area, and toll or roaming services under the classifications of cellular or personal communications services, (PCS) for use at school sites and within the district, state of Tennessee, and connection to the phone network nationally and at large.

Individual school site locations are provided below for vendor use in determination of adequate coverage areas.

This proposal should reflect a contract period of July 1, 2011 through June 30, 2012 with options to renew and extend the contract into future years.

Site Locations	
Benton County Adult High School	175 Briarwood St., Camden, TN
Benton County Career & Technical Center	155 Schools Drive, Camden, TN
Benton County District Office	198 Briarwood Street, Camden, TN
Big Sandy School	13305 Highway 69A, Big Sandy, TN
Briarwood Middle School	169 Briarwood Street, Camden, TN
Central High School	115 Schools Drive, Camden, TN
Camden Elementary School	208 Washington Street, Camden, TN
Camden Junior High School	75 Schools Drive, Camden, TN
Holladay Elementary School	148 Stokes Road, Holladay, TN

Cellular Services are requested for the following individuals:

Director of Schools, Supervisor of Attendance, Director of Maintenance, school buses owned by Benton County Board of Education which is currently a total of four buses with option to add additional lines for new county owned transportation in the program year. Optionally, wireless service for administrators at school sites is sought.

## Distance Learning

Benton County Schools has two "room style" video conferencing centers and three "mobile" units. Room styles located at the Central High School location, (115 Schools Drive, Camden, Tennessee); and Big Sandy School location, (13305 Highway 69A, Big Sandy, Tennessee.) and one at Benton County Career & Technical Center, (155 Schools Drive, Camden, Tennessee).

Presently the Central High School site uses the Public Switched ISDN Network with a PRI and 100 MB Fiber circuit to the district offices with egress to the commodity Internet. Three bonded BRI ISDN lines at the Big Sandy School location provide the dialup network to Public Switched ISDN Network with video over IP is through the school's 100 MB Fiber. Benton County Career & Technical Center, (100 MB Fiber); mobile units use an IP interface only (H.322) through the school site's Ethernet segment and ISP Internet connection for video over IP to the district office continuing to the commodity Internet.

Entity Number: 128461, Applicant's Form Identifier: **MYTelco**470 Application Number: **198360000872281**

Contact Person: Art Collier, Phone Number: 731 584 6111

**Fax Telephone Service to all district locations**

Location	Telephone Number
Benton County Schools 197 Briarwood Street Camden, TN 38320	731 584 1964 731 584 8142
Big Sandy School 13305 Hwy 69A Big Sandy, TN 38221	731 593 3245
Central High School 115 Schools Drive Camden, TN 38320	731 584 2799
Benton County Career and Technical Center 155 Schools Drive Camden, TN 38320 Located at BCC&T but billed to Benton County Schools	731 584 1864
Benton County Adult High School 175 Briarwood Avenue Camden, TN 38320 Located at BCAHS but billed to Benton County Schools	731 584 3215
Briarwood Middle School 169 Briarwood Street Camden, TN 38320	731 584 2985

Camden Elementary School 208 Washington Street Camden, TN 38320	731584 4147
Camden Junior High School 75 Schools Drive Camden, TN 38320	731 584 5958
Holladay Elementary School 148 Stokes Road Holladay, TN 38341	731 584 0984
Family Involvement Program 169 Briarwood Street Camden, TN 38320	731 584 5513

## High Capacity Connections

Sealed bids should be submitted by **December 29, 2010** at 2:00 PM Central Time at Board of Education offices located at 197 Briarwood Street, Camden, TN 38320 with a Bid Envelope Cover attached.

Presently Benton County Schools uses a combination of ISDN BRI/PRI circuits, T-1, and 100MB fiber to connect its schools to the Internet.

School sites have established Ethernet LANs which connect the Ethernet segment to a router which in turn is connected to a central router at the district central office. From this central router a 50 Mbps connection into the Internet is established.

In every case the minimum connection to a given school site is one T-1 line with the exception of three bonded BRI lines at Big Sandy School and a PRI circuit at Central High School for dialup video conferencing through the public switched network. The current connection speeds and the requested proposal speed are indicated in the table below:

Site Name	Current Connect Speed	Requested Proposal Speed
Benton County Adult HS	100 Mbps (Fiber)	100Mbps (Fiber)
Benton Co. Career & Technical Center	100 Mbps (Fiber)	100Mbps (Fiber)
Benton Co. LEA	50 Mbps (Fiber)	50 Mbps (Fiber)
Central Router	50 Mbps (Fiber)	50 Mbps (Fiber)
Big Sandy School	100 Mbps (Fiber)	100Mbps (Fiber)
Briarwood Middle	100 Mbps (Fiber)	100Mbps (Fiber)
Central High School	100 Mbps (Fiber)	100Mbps (Fiber)
Camden Elementary	100 Mbps (Fiber)	100Mbps (Fiber)
Camden Junior High	100 Mbps (Fiber)	100Mbps (Fiber)
Holladay Elementary	3.0 Mbps (Dual T1s)	100 Mbps (Fiber)
Big Sandy School Video Conferencing Room*	384 (BRI)	384 (BRI)
Central High School Video Conferencing Room*	1.544 (PRI)	1.544 (PRI)

Currently 100MB fiber schools connect to a cloud in the AT&T network and are delivered to the central router located at the district office, (Benton Co. LEA), on a 1GB fiber.

Schools with a T1 connection have a direct pull to the central router.

\* NOTE: BRI and PRI ISDN lines are not used for Internet connectivity but for distance learning circuits through the switched network that may ONLY be provided by a telecommunications carrier.

Vendors should indicate incremental connections speeds and costs from current connections up to requested proposed speeds.

# Service Provider/Contractor Requirements and Qualifications

## Understanding

The service provider/contractor herein referred to as "the contractor" shall perform all work in a complete and conscientious manner. All work shall be inspected and accepted by the School District.

The contractor is urged but not required to visit and inspect installation sites to gain a full understanding of the scope and requirements of these requests for proposals..

The contractor will provide a certificate of insurance for Liability Coverage and Workman's Compensation Insurance for all technicians/laborers in their employ for all work preformed in Benton County with a minimum \$1,000,000.00 coverage.

The contractor is required to complete and supply a Drug Free Workplace Affidavit to be sealed within the Bid Envelope in compliance with provisions of Tennessee Code Annotated 50-9-113 enacted by the General Assembly. For a statement of T.C.A. by the Municipal Technical Advisory Service of the University of Tennessee, Knoxville and a Model Affidavit click [HERE](#), (.PDF format.)

The contractor is also required to comply with Public Chapter 587 of 2007 in regards to background checks for contractors doing business with local education agencies that will have employees in direct contact with school children or enter school grounds while children are present. PC 587 can be found [HERE](#), (.PDF format.) Please look at an Email FAQ about this requirement and prepare to be in compliance if your RFP will include employees working on school grounds when children are present [HERE](#), (.PDF format.)

A Bid Envelope Cover must be attached to the outer envelope in which the sealed bid is placed. Click [HERE](#) for a .PDF format copy of this document.

The Non-Collusion Independent Price Determination Affidavit form must be completed and returned with the bid document. Click [HERE](#) for a .PDF format copy of this document.

The Affidavid of Compliance With Tennessee Criminal History Records Check, TCA, section 49-5-413 must be completed and is a required part of the bid documentation. Click [HERE](#) for a .PDF format copy of this document.

For a Bid Checklist of required parts of sealed bids click [HERE](#).

The contractor shall ascertain that all installation work areas are secure and made safe in accordance with Occupation Safety and Health Administration (OSHA), State, and local regulations.

The contractor shall maintain a clean work area that is free of trash, debris, cable, and any items impeding or contributing to safety concerns. It shall be the responsibility of the contractor to dispose of all such items daily.

The contractor shall take precautions to avoid damage to premises and personal property. The contractor

shall promptly perform restoration of any damage that should occur.

The contractor shall provide all tools and related equipment needed to properly complete the installation.

The contractor shall also provide the additional material and labor necessary to reinstall any and all cables that are damaged during the installation.

The contractor shall receive, inventory, store, and be responsible for all related materials.

### **Contractor Bonding**

Contractors awarded bids will provide 100% performance and surety bonds. All proposals must contain a statement of vendors willingness to furnish such security in the event the vendor is awarded the bid.

### **Contractor Certification**

*Any* part of a bid that may be discounted through the E-rate fund must be accompanied by the vendor **SPIN** number. Also include contact information as to whom should be contacted for FCC form 472 BEAR form submission, their voice telephone number, a FAX telephone number, and their email address.

### **Freight F.O.B. In-House Delivery**

All quotations shall be F.O.B. destination as designated on the purchase order. The term F.O.B. shall mean delivered and unloaded in-house under a particular site's Principal or their designee's direction with all charges for transportation and unloading paid by the contractor. Partial shipment and back orders not allowed.

### **Risk of Loss**

During the period product and/or items are in transit and before title passes to the Benton County Board of Education, the contractor and its insurers shall hold the Benton County Board of Education harmless for all risks of loss or damage.

### **Delivery Time**

All items must be delivered within thirty (30) days after receipt of a purchase order.

### **Delivery Time - Warranty Repair And Out-Of-Warranty Repair**

The contractor will be required to maintain or have available for his own use personnel, product, and supplies sufficient to perform "on-time" as specified in this RFP.

### **Warranty**

The contractor shall warrant that all cables and components that are supplied to the School District are new and free of defects.

### **In-warranty service and out-of-warranty service**

Each bidder is **required** to submit all in-warranty and out-of-warranty product service plans for the product purchased. For ship-in service the contractor is responsible for return shipping charges. Return shipping must be equivalent to the shipping method utilized by the Benton County Board of Education.

All repairs by the contractor shall be completed within five (5) working days after receipt of the product.

Proof of sufficient numbers of trained full-time service and repair staff to support claims so that service may be provided to installation sites shall be submitted.

There will be **no charges for parts or labor** for replacement parts related to product covered by warranty.

The contractor must provide a telephone number for diagnostic assistance. This service must provide, at a minimum, isolation and diagnosis of product malfunctions.

### **Customer Acceptance**

At the conclusion of the installation the School District will conduct a preliminary walk-through with the contractor to check for installation quality and accurate performance of work. The School District will also verify the accuracy of as-built engineering drawings. Any modifications to the documentation or the installation that may be required by the School District shall be accomplished within two weeks.

School District acceptance shall consist of a final walk-through with the contractor. This walk-through shall be scheduled within three weeks of the completion of the installation in order to turn the project and documentation over to the School District. School District acceptance does not release the contractor from repairing installation errors or improper configuration caused by the contractor that may be discovered at a later date.

### **Technical Assistance**

The contractor must provide a toll free telephone number and furnish competent technical assistance on all items awarded without additional cost to the Benton County Board of Education.

If items require additional training for use the contractor shall disclose the availability of vendor supplied training.

### **Vendor Longevity**

The contractor must provide statements attesting to financial stability and likelihood of continuing operation.

### **Price Protection**

Prices bid by contractor shall be current ninety (90) days from date of bid opening. Any price reductions that occur during this 90 day period shall be reflected in final payments due contractors. The contractor is responsible for notifying the Board of Education of any price reductions. Further price reductions that occur within the completion period will be reflected in reductions of final payments due contractors on additional purchases.

### **Submission of Bids**

**Sealed bids for telecommunications services, basic Internet service, web hosting, internal connection items, basic maintenance and services E-Rate eligible** shall be submitted in a sealed envelope marked **E-Rate BID** to the attention of **Technology Coordinator**, Benton County Board of Education at its 197 Briarwood Street, Camden, TN 38320 address no later than **December, 2010 at 2:00 PM Central Time**.

### **Review of Bids**

Opening of bids for review will be on **December 29, 2010 at 2:00 PM Central Time** at the board office at the 197 Briarwood Street, Camden, TN 38320 address.

### **Bid Award**

The review of bids is for tabulation only and the award of bids will be made within sixty (60) days of the review of bids. All vendors will be notified by letter of acceptance of winning bids by a posting at this website, (see top page.) Bid prices will be available for inspection at the Benton County Board of Education.

### **Refusal of Bids**

It is the intention of the Benton County Board of Education to procure items listed based of available funding and E-rate commitments by Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC); however, the right is reserved to refuse any and all bids in part or in their entirety for whatever reason determined by Benton County Schools, to waive technicalities or informality and accept any proposal deemed to be in the best interest of the Benton County Board of Education.

### **Quotations**

In all cases, prices quoted are to be net including all discounts and rebates. If discounts on rebates are included, a notation stating the amount of discount or rebate must be listed. Unit price will prevail in case of conflict between unit and total price.

Bidders must not include any taxes since the Benton County Board of Education is exempt there from. Federal Excise Tax Exemption Certificates will be executed when required.

Quotations shall be verified before submission, as quotations cannot be withdrawn after review. No bid can be corrected after review. The Benton County Board of Education will not be responsible for errors or omissions on any bid.

### **Complying With Specifications**

All materials/services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Benton County Board of Education after delivery. The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment which may be defective or fail to comply with the specifications without invalidating the rest of the order. If rejected, it will be held two weeks for disposition at the expense and risk of the vendor. Thereafter, the merchandise will become the property of the Benton County Board of Education. Vendors will be required to replace the defective portion of any order according to specifications without additional cost to the Benton County Board of Education.

## **Guarantee**

Each bidder, by presenting a bid under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from date of contract that such goods or services are not up to standard, the Benton County Board of Education shall have the right to have such goods or services replaced by others confirming to the standards requirements and any expense shall be bore by the bidder.

## **Substitutions And Shorted Items:**

Substitutions will not be accepted without prior approval by the agent of the Benton County Board of Education designated as the Technology Coordinator. A notification of substitution should be made within forty-eight (48) hours in advance of delivery.

## **Questions**

Questions concerning this bid should be directed to:

Art Collier, Technology Coordinator

Phone: 731 584 6111 -OR- E-mail: [art.collier@tennk12.net](mailto:art.collier@tennk12.net)

It is the intent of this Request for Proposal (RFP) to communicate the requirements of Benton County Schools to any qualified and interested bidder. The Benton County School District may make changes and/or corrections to this RFP by posting at this website and noted in the "New" section of the RFP click [here](#) or can be found at the URL:

**<http://www.bcos.org/erate/news2010-2012.htm>**

Questions concerning E-rate rules and vendor information can be obtained from:

[www.sl.universalservice.org](http://www.sl.universalservice.org)

April 27, 2001 #67

### **Drug-Free Workplace: Contractor=s Affidavit**

by Donna M. Leydorf  
MTAS Legal Consultant

The General Assembly has amended the Drug-Free Workplace Law, ' ' 50-9-101 through 50-9-113, *Tennessee Code Annotated* (TCA) to require employers contracting with state agencies or units of local government to prepare affidavits certifying compliance with the Drug-Free Workplace Program.

Beginning Jan 1, 2001, a new requirement is in effect for all employers with ~~no~~ less than five (5) employees receiving pay who contract with the state or any local government to provide construction services. Each such employer must submit an affidavit stating that the employer has in place a program for a drug-free workplace that complies with T.C.A ' ' . 50-9-101-113. The statute forbids any local government from entering into any contract or awarding any contract for construction services with any employer who has not provided the affidavit of compliance.

~~An~~Employer under this amendment is defined to be any private company or corporation. The definition does not include any unit of local government or any utility.

Any employer who is found to have violated this provision will be prohibited from contracting with any other local government or state agency until the employer can prove it is in compliance with all the requirements of the Drug-Free Workplace Program. Each additional violation imposes longer time periods of prohibition against contracting with a governmental entity against an employer, up to a period of one year.

The employer=s affidavit that its program provides for a drug-free workplace absolves the local government of any further responsibility for the employer=s compliance or lack of compliance with the requirements of the drug-free workplace program. A model affidavit is attached to this Hot Topic which can be used by contractors seeking construction work with cities.

For more information, please contact the MTAS management consultant in your area.

**Model Affidavit**

(must be attached to bid form upon submission)

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

DRUG-FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for [ insert name and address of bidding entity];
2. That the bidding entity has submitted a bid to [insert name of city and city department and project number] for the construction of [insert name of project];
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with ' 50-9-113, *Tennessee Code Annotated*.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:\_\_\_\_\_

**PUBLIC CHAPTER NO. 587****SENATE BILL NO. 2048**

**By Woodson, Beavers, Black, Bunch, Burchett, Burks, Cooper, Crowe, Crutchfield, Lowe Finney, Raymond Finney, Ford, Harper, Haynes, Henry, Herron, Jackson, Johnson, Ketron, Kilby, Kurita, Kyle, Marrero, McNally, Norris, Southerland, Stanley, Tate, Tracy, Watson, Wilder, Williams, Mr. Speaker Ramsey**

**Substituted for: House Bill No. 1991**

**By McCord, Overbey, Williams, McDaniel, Harrison, Hardaway, Maggart, Harwell, Maddox, Hawk, Pinion, Shepard, Lollar, Roach, Hill, Bell, Sargent, Fincher, Sontany, Pitts, Coleman, Curt Cobb, Odom, Eldridge, Ferguson, Briley, Matheny, Cooper, Mumpower, Jim Cobb, Todd, Baird, Montgomery, Campfield, Moore, Sherry Jones, Windle, Dean, Phillip Johnson, Towns, Bass, Curtis Johnson, Gresham, Lynn, Yokley, Winningham, DuBois, Floyd, Rowland, Niceley, McDonald, Coley, Lundberg, Fitzhugh, Vaughn, Litz, Bone, Shaw, McCormick**

AN ACT to amend Tennessee Code Annotated, Section 49-5-413, relative to contracting with certain persons who may have contact with certain children.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 49-5-413, is amended by adding the following new subsection:

(d) (1) Any person, corporation or other entity who enters into or renews a contract with a local board of education or child care program as defined in § 49-1-1102 on or after the effective date of this act shall be required to comply with the provisions of this subsection if the contract requires:

(A) The person or an employee of the person, corporation or other entity to have direct contact with school children or to children in a child care program; or

(B) The person or employee access to the grounds of a school or child care center when children are present.

(2) It is the duty of the person, corporation or other entity who employs a person described in subdivision (1) to require such applicant to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds.

(3) (A) No employer, or employee of such employer to whom this subsection applies shall come in direct contact with school

children or to children in a child care program or enter the grounds of a school or child care center when children are present until the criminal history records check has been conducted on such person.

(B) No employer, or employee of such employer, to whom this subsection applies shall come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that, if committed on or after July 1, 2007, is classified as a sexual offense in § 40-39-202(17) or a violent sexual offender in § 40-39-202(25).

(C) (i) If an employee is convicted of an offense that, if committed on or after July 1, 2007, is a sexual offense as defined in § 40-39-202(17) or a violent sexual offense as defined in § 40-39-202(25), after the employer has conducted a criminal history records check on such employee, the employee shall notify the employer of such conviction within seven (7) days from the date of conviction.

(ii) An employee commits a Class A misdemeanor, punishable by fine only, who knowingly fails to disclose to the employer within the required seven (7) days that the employee has been convicted of an offense specified in subdivision (C)(i).

(4) The provisions of this subsection shall only apply if the employer or employee of such employer comes in direct contact with school children, children in a child care program or enter the grounds of a school or child care center when children are present during the ordinary course of performing a function required or permitted by the terms of the contract. Any action involving direct contact or entry by an employee which is outside such ordinary course of performing a function required or permitted by the terms of the contract shall not in any way be deemed to be authorized or approved by the employer and such employer shall not in any way be deemed to be liable for such contact or entry, vicariously or otherwise. However, nothing in this subsection shall authorize such contact or entry by an employer or employee of such employer if contact or entry is prohibited by any other provision of law; provided that with respect to such contact or entry, the person, corporation or other entity who employs a person described in subdivision (1) shall not in any way be deemed to be liable, vicariously or otherwise, for any such actions taken by the employee unless such employer has actual knowledge that such other provision of law prohibits contact or entry by an employee.

SECTION 2. This act shall take effect September 1, 2007, the public welfare requiring it and shall apply to all applicable contracts entered into or renewed on or after the effective date of this act.

PASSED: June 12, 2007



RON RAMSEY  
SPEAKER OF THE SENATE



JIMMY NAIFEH, SPEAKER  
HOUSE OF REPRESENTATIVES

APPROVED this 28th day of June 2007



PHIL BREDESEN, GOVERNOR

**Randall Robertson**

---

**From:** "Christy Ballard" <Christy.Ballard@state.tn.us>  
**To:** <supt@lists.k12tn.net>  
**Sent:** Monday, November 19, 2007 2:13 PM  
**Subject:** FROM THE STATE DEPARTMENT OF EDUCATION (Public Chapter 587)

The Department and the Tennessee Bureau of Investigation (TBI) have received several questions from contractors and subcontractors regarding the implementation of Public Chapter 587 regarding background checks for contractors doing business with local education agencies. Many subcontractors are questioning how they may comply with the law if they contract with several different general contractors for jobs on several different school campuses without having to pay for a separate background check for each job. To alleviate this problem, the TBI has confirmed that a general contractor may give its subcontractors copies of the results letter it receives from the TBI after the initial background check. The subcontractor may then provide that letter to other general contractors to document that a TBI/FBI background check has been conducted on them. However, the general contractor and LEAs have the discretion as to whether or not to accept the copy of the letter as sufficient evidence of compliance with the law.

Pasted below is the full set of FAQs sent earlier regarding PC 587. Please feel free to contact me if you have questions.

## **FREQUENTLY ASKED QUESTIONS REGARDING PUBLIC CHAPTER 587 OF 2007**

**1. Question:** How do contractors comply with Public Chapter 587 when the TBI can only run fingerprint criminal history records checks and return rap sheets to public entities rather than to private businesses pursuant to FBI rules and regulations?

**Answer:** Contractors must contact the TBI to be assigned an individual ORI number. The ORI number is the originated identifier number and allows the TBI to know who has requested the criminal history check and who will receive the response letter. The reason for this process is that the FBI rules will not allow the TBI to return the rap sheets to the contractor. The contractor will receive a letter from the TBI simply indicating whether or not the employee may be allowed to work on school grounds when children are present pursuant to the new legislation. The contractor must keep all employee letters on file. Contractors should contact Bobbie Jackovich at 615-744-4274 to set up an ORI.

**2. Question:** If a contractor who contracts with "LEA A" to provide services and submits all employee names for a TBI criminal history records check later enters into an additional contract with "LEA B", will the employees working for contractor have to be reprinted and submit to an additional background check for "LEA B"?

**Answer:** No. The contractor will have letters on file regarding employees who work in the school system. One check will suffice to cover the state of Tennessee and will not have to be re-run because the employee is working within a new LEA.

**3. Question:** If the contractor's contract ends with the LEA and later they enter into a new contract with the same LEA, will the employees need to be reprinted?

**Answer:** No, as long as the employee has remained an employee of the contractor and there has been no break in employment, the same letter will suffice. If the employee has left the service of the Contractor and later returned to be employed by the contractor, then the employee will be required to be re-printed.

**4. Question:** If an employee leaves one contractor to work for another contractor, will the employee need to be reprinted or will the prints that were taken by the original Contractor to perform work at the LEA suffice?

**Answer:** Yes. The employee must be reprinted. Pursuant to the new legislation every contractor is responsible for checking each of their employees prior to allowing them to work on a school campus. Response letters may not be exchanged among contractors and should not be given to employees to give to a new employer.

**5. Question:** What criteria must be used by a contractor to disqualify an employee from working on school grounds when children are present?

**Answer:** The new legislation only requires the disqualification of employees who have been convicted of sexual offenses pursuant to Tenn. Code Ann. §40-39-202.

**6. Question:** What about contractors who have current contracts with an LEA? Will all of those employees have to be printed?

**Answer:** No, not until the contract is renewed. Public Chapter 587 only mandates that contractor employees be fingerprinted on new or renewed contracts with LEA's on or after September 1, 2007.

Christy Ballard  
General Counsel  
Tennessee Department of Education  
☎615-741-2921  
☎615-532-2599  
✉[christy.ballard@state.tn.us](mailto:christy.ballard@state.tn.us)

This message, including any attachments hereto, may contain privileged or confidential information and is intended solely for the attention and use of the intended addressee(s). If you are not an intended addressee, you may neither use this message nor copy or deliver it to anyone. In such case, you should immediately destroy this message and kindly notify the sender by reply email. Thank you.

---

Supt mailing list  
[Supt@lists.k12tn.net](mailto:Supt@lists.k12tn.net)  
<http://lists.k12tn.net/mailman/listinfo/supt>

---

No virus found in this incoming message.  
Checked by AVG Free Edition.  
Version: 7.5.503 / Virus Database: 269.16.0/1139 - Release Date: 11/19/2007 12:35 PM

# Bid Envelope

Name of Project: Telco Services 2010-2012

Sealed Bids Will Be Received By:

Benton County Board of Education  
197 Briarwood Avenue  
Camden, TN 38320

Until

Time: 2:00 P.M. (Local Time)

Date: December 29, 2010

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Tennessee Contractor's License No.: \_\_\_\_\_

License Classification (applicable to this Project) \_\_\_\_\_

Dollar Limit: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Subcontractor to be used on this Project (if not subcontract work is required, write "None Required.")

HVAC \_\_\_\_\_ License No.: \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Plumbing \_\_\_\_\_ License No.: \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Electrical \_\_\_\_\_ License No.: \_\_\_\_\_

Classification \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Non-Collusion**

**Independent Price Determination**

**Affidavit**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.

I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the vendor.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**This form must be signed and returned with the bid document.**

**Affidavit of Compliance**

**With**

**Tennessee Criminal History Records Check**

**Tennessee Code Annotated, Section §49-5-413**

**(To be submitted with bid by contractor)**

I, \_\_\_\_\_, president or other principal officer of  
\_\_\_\_\_, swear or affirm that the company is in  
(Name of Company)

compliance with Public Chapter 587 of 2007, codified at Tennessee Code Annotated §49-5-413, in effect at the time of this bid submission at least to the extent required of, governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, §49-5-413.

\_\_\_\_\_  
President or Principal Officer

For \_\_\_\_\_ (Name of Company)

\_\_\_\_\_  
State of \_\_\_\_\_

County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted ( or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purpose therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_.

**This form is a required part of the bid submittal.**

## **Bid Checklist for Benton County Schools**

The following items are required parts of your sealed bids:

- Bid Envelope Cover** (form provided in specs) must be attached to outside of bid envelope. All pertinent contractor information on the outside of the sealed bid envelope as required by TCA 62-6-119.
- Bid Form** provided in bid packet
- Drug Free Workplace Affidavit** (provided in bid packet or can be downloaded from website)
- Acknowledgement** of receipt of any addenda that might be issued; any signed statement or a signed copy of the Addenda will suffice.
- Notarized Affirmation of Compliance with TCA 49-5-413**, sometimes referred to as Public Chapter 587
- Non-Collusion Independent Price Determination Affidavit** (form in specs)

The following items will be required of the successful bidder prior to signing of a contract and commencement of work:

- ◆ **Proof of Insurance and Licensing (including)**
  - Copy of Contractor's License (per T.C.A. 62-6-102, 62-6-119)
  - Liability Insurance (per specifications)
  - Worker's Compensation (per specifications)
  - Performance and Payment Bond (100% per specifications)
- ◆ **Agreement for payment schedule**
- ◆ **The successful bidder must satisfy all applicable state, county, and local regulations governing the licensing of bidders to include applicable permits as required by Benton County or its municipalities.**